

Transportation Systems &
Industrial Group
The East Tower, Suite 1000
2550 Golf Road
Rolling Meadows, IL 60008

Telephone: 312/640-7000

RECORDATION NO. 9423-A Filed 1425

SEP 29 1980 -9 15 AM



INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 8833-C Filed 1425

SEP 29 1980 -9 15 AM

INTERSTATE COMMERCE COMMISSION

September 25, 1980

RECORDATION NO. 10067-A Filed 1425

No. 3

SEP 29 1980 -9 15 AM

Date SEP 29 1980

Mrs. Mildred Lee

Fee \$ 40.00

RECORDATION NO. 8833-A Filed 1425

Secretary

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission

ICC Washington, D. C.

SEP 29 1980 -9 15 AM

Office of the Secretary

Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

RE: Recordation of Supplemental Agreements between
GIRARD BANK and EVANS RAILCAR LEASING COMPANY dated
September 2, 1980 and an Assignment dated September
2, 1980

Dear Mrs. Lee:

Enclosed you will find the following:

1. Supplemental Agreement regarding certain Equipment Trust Agreement dated March 1, 1977, with Recordation Number 8833;
2. Assignment regarding certain Equipment Trust Agreement dated March 1, 1977, with Recordation Number 8833;
3. Supplemental Agreement regarding certain Equipment Trust Agreement dated April 1, 1978, with Recordation Number 9423;
4. Supplemental Agreement regarding certain Equipment Trust Agreement dated January 1, 1979, with Recordation Number 10067.

Our check in the amount of \$40.00 is enclosed for these filings. Upon recordation of these documents, kindly return the originals and two copies to the undersigned at the letterhead address.

Thank you in advance for your cooperation in this matter.

Very truly yours,

Rita Kuta

R. M. Kuta

RMK/enclosures

SEP 29 1980
FEE OFFICE BR
10:01

SEP 29 1980
02:43

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Interstate Commerce Commission
Washington, D.C. 20423

10/8/80

OFFICE OF THE SECRETARY

R.M. Kuta
Evans Product Company
Transp. System & Industrial Group
The East Tower, Suite 1000
2550 Golf Road
Rolling Meadows, Illinois 60008
Dear **Ms. Kuta:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **9/29/80** at **9:15am**, and assigned re-recording number(s). **8833-C, 8833-D, 9423-A & 10067-A**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SUPPLEMENTAL AGREEMENT

SEP 29 1980 -9 15 AM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT dated as of September 2, 1980, is by and between Girard Bank (hereinafter called the "Trustee") and Evans Railcar Leasing Company, an Illinois corporation (hereinafter called the "Company") and Evans Transportation Company, an Illinois corporation (hereinafter called "Evans").

WITNESSETH, that:

WHEREAS, the Trustee, the Company and Evans have executed and delivered with and to each other that certain Equipment Trust Agreement dated as of March 1, 1977, (hereinafter called the "Agreement"); and

WHEREAS, the Agreement was recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. § 11303 and assigned Recordation No. 8833; and

WHEREAS, pursuant to Section 5.09 of the Agreement, the Company has or will have requested the Trustee to pay over to the Company an amount in cash deposited with the Trustee on account of Destroyed Equipment (as hereinafter defined) as required by Section 5.09 of the Agreement and has or will have sold, assigned and transferred to the Trustee in substitution therefore Substitute Equipment (as hereinafter defined); and

WHEREAS, the Company, Evans and the Trustee desire to modify and amend the Agreement to release and delete therefrom the Destroyed Equipment and to encumber thereby and substitute therefor the Substitute Equipment.

NOW, THEREFORE, in consideration of the promises, covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto that:

1. The Agreement is hereby amended by releasing from the lien thereof and deleting from Schedule A thereof, the units of Trust Equipment (herein called "Destroyed Equipment") described in Exhibit A hereto.
2. The Agreement is hereby amended by subjecting to the lien thereof and adding to Schedule A thereof, the units of Equipment (herein called "Substitute Equipment") described in Exhibit B hereto.
3. The Company will mark or cause to be marked the Substitute Equipment as provided in Section 5.08 of the Agreement.
4. The terms "Equipment" and "Trust Equipment" as used in the Agreement shall hereafter, for all purposes, include the Substitute Equipment and shall not hereafter include the Destroyed Equipment.
5. The Company will promptly cause this Supplemental Agreement for the Substitute Equipment to be filed and recorded in accordance with 49 U.S.C. § 11303.
6. Except as amended and supplemented hereby, the Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this
Supplemental Agreement to be duly executed as of the
September 2, 1980.

GIRARD BANK as Trustee

By HE Daly

ATTEST:

CH Daly
Assistant Secretary

EVANS RAILCAR LEASING
COMPANY

By W R Heath

ATTEST:

Thomas L. Schoenbeck
Assistant Secretary

EVANS TRANSPORTATION
COMPANY

By W R Heath

ATTEST:

Thomas L. Schoenbeck
Assistant Secretary

STATE OF Pennsylvania
CITY AND COUNTY OF Philadelphia

On this 16th day of September, 1980, before me personally appeared H. E. IKELER, JR. and C. L. DOUGHERTY, to me personally known, who, being by me duly sworn, say tht they are VICE PRESIDENT and ASST. SECRETARY, respectively, of GIRARD BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Diane A. Baxter
Notary Public
DIANE A. BAXTER, NOTARY PUBLIC
PHILADELPHIA, PHILADELPHIA COUNTY
MY COMMISSION EXPIRES AUG. 31, 1981
Member, Pennsylvania Association of Notaries

STATE OF ILLINOIS
COUNTY OF COOK

On this 11th day of September, 1980, before me personally appeared Paul R. Leak and Thomas L. Schoenbeck, to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant Secretary, respectively of EVANS RAILCAR LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Rita M. Kute
Notary Public
My Commission Expires June 13, 1983

STATE OF ILLINOIS

COUNTY OF COOK

On this 11th day of September, 1980, before me personally appeared Paul R. Leak and Thomas L. Schoenbeck, to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant Secretary, respectively of EVANS TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Rita M. Kuta
Notary Public

My Commission Expires June 13, 1983

EXHIBIT A

SERIES 14 DESTROYED EQUIPMENT

| <u>QUANTITY</u> | <u>DESCRIPTION</u> | <u>MARKINGS</u> |
|-----------------|---|--|
| 14 | 52 Foot 5 Inches 70 Ton Insulated Box Cars, Equipped with 16 Foot Doors and 20 Foot Cushion Underframes | BCIT 800226 BCIT 800290 BCIT 800316 BCIT 800428 BCIT 800441 BCIT 800466 BCIT 800468 BCIT 800506 BCIT 800527 BCIT 800529 BCIT 800542 BCIT 800587 BCIT 800617 BCIT 800647 |

EXHIBIT B

SERIES 14 SUBSTITUTE EQUIPMENT

| <u>QUANTITY</u> | <u>DESCRIPTION</u> | <u>MARKINGS</u> |
|-----------------|---------------------|-----------------------|
| 3 | 21,000 gallon Tanks | USLX 21456 - 21458 |